



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

**REQUEST FOR PROPOSAL #32110-13022
AMENDMENT # 6
FOR STATEWIDE VEHICLE RENTAL**

DATE: September 10, 2014

RFP #32110-13022 is amended as follows:

- 1. This RFP Schedule of Events updates and confirms scheduled RFP dates.**

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		May 9, 2014
2. Disability Accommodation Request Deadline	2:00 p.m.	May 13, 2014
3. Pre-response Conference	2:00 p.m.	May 20, 2014
4. Notice of Intent to Propose Deadline	2:00 p.m.	May 21, 2014
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 23, 2014
6. State Response to Written "Questions & Comments"		June 26, 2014
7. Response Deadline	2:00 p.m.	July 18, 2014
8. Respondent Oral Presentations		July 23-24, 2014
9. State Completion of Technical Response Evaluations		July 31, 2014
10. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 18, 2014
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	August 20, 2014
12. Contract Signing		September 1, 2014
13. Contractor Contract Signature Deadline	2:00 p.m.	September 19, 2014



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

**REQUEST FOR PROPOSAL #32110-13022
AMENDMENT # 5
FOR STATEWIDE VEHICLE RENTAL**

DATE: August 11, 2014

RFP #32110-13022 is amended as follows:

- 1. This RFP Schedule of Events updates and confirms scheduled RFP dates.**

EVENT	TIME (central time zone)	DATE (all dates are state business days)
14. RFP Issued		May 9, 2014
15. Disability Accommodation Request Deadline	2:00 p.m.	May 13, 2014
16. Pre-response Conference	2:00 p.m.	May 20, 2014
17. Notice of Intent to Propose Deadline	2:00 p.m.	May 21, 2014
18. Written "Questions & Comments" Deadline	2:00 p.m.	May 23, 2014
19. State Response to Written "Questions & Comments"		June 26, 2014
20. Response Deadline	2:00 p.m.	July 18, 2014
21. Respondent Oral Presentations		July 23-24, 2014
22. State Completion of Technical Response Evaluations		July 31, 2014
23. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 18, 2014
24. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	August 20, 2014
25. Contract Signing		September 1, 2014
26. Contractor Contract Signature Deadline	2:00 p.m.	September 9, 2014

- 2. Delete RFP #32110-13022 Amendment #4, in its entirety, and replace with RFP #32110-13022, Release #4, attached to this amendment.** Revisions of the original RFP document are emphasized within the new release. Any sentence or paragraph containing revised or new text is highlighted.

3. **RFP Amendment Effective Date**. The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

**REQUEST FOR PROPOSAL #32110-13022
AMENDMENT # 4
FOR STATEWIDE VEHICLE RENTAL**

DATE: July 3, 2014

RFP #32110-13022 is amended as follows:

- 1. This RFP Schedule of Events updates and confirms scheduled RFP dates.**

EVENT	TIME (central time zone)	DATE (all dates are state business days)
27. RFP Issued		May 9, 2014
28. Disability Accommodation Request Deadline	2:00 p.m.	May 13, 2014
29. Pre-response Conference	2:00 p.m.	May 20, 2014
30. Notice of Intent to Propose Deadline	2:00 p.m.	May 21, 2014
31. Written "Questions & Comments" Deadline	2:00 p.m.	May 23, 2014
32. State Response to Written "Questions & Comments"		June 26, 2014
33. Response Deadline	2:00 p.m.	July 18, 2014
34. Respondent Oral Presentations		July 23-24, 2014
35. State Completion of Technical Response Evaluations		July 31, 2014
36. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 18, 2014
37. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	August 11, 2014
38. Contract Signing		August 21, 2014
39. Contractor Contract Signature Deadline	2:00 p.m.	August 27, 2014

- 3. Delete RFP #32110-13022 Amendment #3, in its entirety, and replace with RFP #32110-13022, Release #3, attached to this amendment.** Revisions of the original RFP document are emphasized within the new release. Any sentence or paragraph containing revised or new text is highlighted.

4. **RFP Amendment Effective Date**. The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

**REQUEST FOR PROPOSAL #32110-13022
AMENDMENT # 3
FOR STATEWIDE VEHICLE RENTAL**

DATE: June 26, 2014

RFP #32110-13022 is amended as follows:

- 1. This RFP Schedule of Events updates and confirms scheduled RFP dates.**

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		May 9, 2014
2. Disability Accommodation Request Deadline	2:00 p.m.	May 13, 2014
3. Pre-response Conference	2:00 p.m.	May 20, 2014
4. Notice of Intent to Propose Deadline	2:00 p.m.	May 21, 2014
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 23, 2014
6. State Response to Written "Questions & Comments"		June 26, 2014
7. Response Deadline	2:00 p.m.	July 10, 2014
8. Respondent Oral Presentations		July 14-15, 2014
9. State Completion of Technical Response Evaluations		July 22, 2014
10. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 11, 2014
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	August 1, 2014
12. Contract Signing		August 13, 2014
13. Contractor Contract Signature Deadline	2:00 p.m.	August 19, 2014

- 2. State responses to questions and comments in the table below amend and clarify this RFP.**

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

	Question / Comment	State Response
1	Please define how the State proposes utilizing car sharing and how this relates to the State Lot.	The State is open to different ways to manage the State Lot. The State Lot is currently run as a car sharing model but that does not mean the State expects it to be run the same way.
2	<p>City Surcharges: 1a.Fees are different for each car rental company. Some are pure profit streams and other are passed back thru to the state, city or airport authority. Below are some examples of fees assessed. We would request columns to show in which cities these below fees or other not shown fees are assessed and how much per day or per rental. We would also request that this becomes a scored category as it will drastically change the overall cost to the State depending on which car rental company is selected. Airport Concession Fee Recovery (ACFR) - This fee is to reimburse the car rental company for concession fees paid to the airport (hotel or train station) for each rental.</p> <p>CA Tourism Fee -Car rental companies are required by law to pay monthly assessments to the California Travel and Tourism Commission on revenue generated at either airport or hotel rental locations. This fee has been calculated to recover such assessment on an applicable rental basis.</p> <p>Concession / Commission Fee Recovery (CFR) - This fee is to reimburse the car rental company for concession/commission fees paid to the airport (hotel, train station, base or agent) for each rental.</p> <p>Customer Facility Charge / Facility and Operation Fee / Consumer Finance Charge / Airport Fee / Rental Car Facility Fee - The Airport requires that all car rental companies collect this fee. The money collected is used to pay for new car rental facilities. Customer Transportation Fee / Transportation Fee - The city requires that all car rental companies collect this fee. The money collected is used to pay for airport services. This fee is mandated by the airport. Domestic Security Fee - The State of New Jersey enacted a Domestic Security Fee for a maximum of 28 days. This fee is effective on all motor vehicle rentals in the state of New Jersey. All car rental companies are required to collect and remit this fee to the State. Energy Surcharge - The costs of energy needed to support our business operations have escalated considerably. To offset the increasing costs of utilities, bus fuel, oil and grease, etc., The car rental company is separately imposing an Energy Surcharge. Hotel Concession Fee Recovery (HCFR) - This fee is to reimburse the car rental company for concession fees paid to the hotel for each rental. Operation and Maintenance Fee Recovery - This additional charge is to reimburse the car rental company for the operations and maintenance costs of a consolidated car rental facility at the airport.</p>	<p>The only three fees that will be evaluated on this RFP are the Late Fee, Vehicle Returned Below Fuel Level Fee, and Airport Concession Fee. City Differential Rates are also required by Respondents but will not be evaluated. All pricing provided by the Respondents must be inclusive of all fees and surcharges other than the aforementioned fees. See RFP Attachment 6.3.B. Cost Proposal "Fees & Surcharges" tab.</p>

	<p>This is above the costs paid through the Customer Facility Charge. Motor Vehicle Licensing Tax - This fee is required and destined to the City of Chicago. Rental Contract Fee - The Airport requires that all vehicle rental companies collect this fee. The money collected is used to pay for vehicle rental facilities. Rental Surcharge - Rental surcharges vary by location. Depending on applicable law, they may be either mandatory or permitted fees. More details can be provided at the rental counter at time of rent. Vehicle Licensing Cost Recovery / Vehicle Licensing Fee - This fee is for the car rental companies recovery of the proportionate amount of vehicle registration, licensing and related fees applicable to a rental.</p>	
3	Is the State looking for a link from TNSmartShop to the vendor website for business and personal travel?	TNSmartShop is for business purposes only.
4	If the vender provides on-site personnel to manage the State Lot, will the state consider making the lot available for personal travel and the public?	No, the downtown Nashville State Lot is only for the rental pool vehicles (up to 45), the state employees cars that are in those rental vehicles and other parking spots are specifically controlled by DGS Parking Division.
5	Does the current vendor have personnel in the space on "floor four" and what are the hours it is manned for the State lot?	No, the current Contractor does not use the space on the 4th floor of the TN Tower.
6	Please define Table Four? The solicitation states that there are 35 spaces in the lot. Is the number of vehicles in the table the number of vehicles rented from the lot during the month?	The number of vehicles housed on the State Lot has decreased from 74 in September 2012 to 35 as of today. The total number of vehicles rented/reservations during each month is reflected in the column "# Reservations"
7	What is the spend for each category (Group 1, Group 2, Group 3)?	Table 2 of the RFP has been updated to provide the total historic spend in each Group.
8	Please define how vehicles from Group 2 (commercial vehicles) will be utilized.	Commercial rental vehicles will be used for movement of standard business goods and as substitute vehicles. Clarification made to <i>Pro Forma</i> A.2.b.
9	We would request a scored question is added as to the one way rate within Tennessee and Nationwide	Under the contract, one-way rentals are allowed and the Contractor may not charge any additional fees. See <i>Pro Forma</i> A.4. for clarification.
10	Is Group 2 (commercial vehicles) for in state only?	Yes, typically commercial vehicles will be used in State. There could, however, be rare exceptions.
11	The State is requiring \$1M coverage of bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence. What does the State expect the breakdown (i.e. body/property) to be?	There is not a split differential between the three main components of personal injury, accident damage, or personal property damage. A combined single limit is exactly what the name implies; it is combined into one single limit.
12	Does the State expect rates for international travel?	No, international rates are not needed. The State has no recent history of international travel.
13	Are blackout dates permitted for holidays and special events?	No, blackout dates will not be permitted in this contract. Clarification made to <i>Pro Forma</i> A.9.e.
14	Section C & D. Items C.5 & D.5 requests the mile radius from city center for locations. Please confirm that this is only for the major cities: Nashville, Knoxville, Chattanooga, Jackson, and Memphis.	Mile radius from city center is only requested for the major cities of Nashville, Knoxville, Chattanooga, Jackson, and Memphis. This has been revised in Technical Questions C.5. and D.5.

15	Does the State currently utilize fuel cards?	State issued fuel cards are currently only utilized in the State Lot car sharing program.
16	Does the State expect the vendor to provide fuel cards for vehicles in the state lot?	No, the State will provide and be responsible for fuel in the vehicle on the State Lot. Technical Question E.24. has been omitted.
17	In section A.7. Implementation Plan. It states that the Current SWC#205 UT Enterprise Rent-A-Car Co-op expires January 4, 2015. Section B. Contract Period states the effect date is August 12, 2014. Please advise how these two dates correlate.	The State will exercise the Cancellation term at the time of contract award. There will be a 90-day overlap between the old and new contract. The estimated contract start date in <i>Pro Forma</i> Section B has been changed to September 15, 2014 in order to obtain all required State approvals after the Contractor signature deadline.
18	Section 1.11. Reporting. States that reports are due the 5th day of the month following a quarter. Will the State consider an amendment requiring reports due 15th day of the month? This will allow the vendor time to compile requested reporting elements.	The Report due date has been revised to allow reports due no later than the 15 th day of the month following a quarter. See <i>Pro Forma</i> Section A.12. for revision.
19	Please scored questions regarding cost of: -GPS units per day -Also are they available in all car classes starting with economy?	The State will not add a technical or cost question for this topic. If required, users can rent a GPS unit if available for the vehicle using their local purchase authority.
20	Section D.3. Termination for Convenience. The state has a ninety (90) termination for convenience clause. What is the vendor's termination term?	The Contractor does not have a Termination for Convenience clause. The Termination for Convenience clause is only at the option of the State.
21	Section 3.1.1.2 states that the technical proposal should not exceed 50pages. With the elements requested (i.e. diversity information, location list, itemized charges, etc), responses are likely to be much larger. Will the State consider accepting fewer elements? If so, please define required elements.	The 50 page limit only applies to each response for Sections C, D, and E. For example, if a Respondent responds to Groups 1 and 3, they may submit 50 pages for Section C and 50 pages for Section E. Responses to Technical Sections A & B are separate. Attachments are also allowed, such as diversity information and location list. Pricing and cost information must not be included in the technical response portion of the RFP.
22	How the State Lot is currently managed?	The State Lot is currently managed under contract through the Enterprise CarShare model.
23	Does the State need to receive a minimum numbers of bids in order to make a contract award for this procurement? If so, how many?	No, the award or cancellation of this RFP will be at the discretion of the State.
24	1b.We would also request that a city rate differential column is added as these are rates assessed by the car rental companies varying by city. These will differ by state or city as well as by car company E.g Base rate is \$40/day City rate differential in New York \$36/day Overall New York rate : \$76/day	Attachment 6.3.B. Cost Proposal "Fees & Surcharges" tab has been revised to allow a City Differential Rate. Respondents must provide all applicable Rates that can be added on in select cities. These rates will not be evaluated.
25	We would request a scored question is added for any surcharge assessed for a 1-day rental on any day of the week	No additional fees and/or surcharges will be allowed on one-day rentals, or any other period up to six (6) months. See <i>Pro Forma</i> A.9.f. for clarification.
26	We would like clarification as to whether the State wants a 16 passenger category which is a motor coach which no car companies provide, or if it intended this price category to be for 15 passenger rental vans	A.2.a.(8) has been revised with 15 passenger vans.

27	Section A of the solicitation states that the respondents must NOT submit alternate proposals. If a vendor has clarifications to terms and conditions or a different business model approach how would we articulate in response?	The State will not accept alternate responses. As per Section 3.3.1. <i>"A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it."</i>
28	We would request a question be added and scored listing all cities nationwide that corporate rates will not apply due to blackouts. Also please include a list of dates of dates and events.	See response to #13 above, blackout rates are not allowed in this contract.
29	We would request a question/section be added and scored regarding franchises: -How will franchises handle rebates? Will franchises be included in any rebate earning program at the same -Will the rebate % be the same as corporate owned stores? -Will all franchises honor rates 100% of the time with no additional surcharges or fees? -Will billing /collections be handled by the same person for both corporate and franchise owned stores? - Will damage recovery/ accidents be handled by the same person/company for corporate owned and franchise owned stores? -How will one way rentals be handled when dropping from a corporate owned to franchise owned store -How will roadside emergency issues be handled for a corporate owned car, when tow truck is not available and the closest location is a franchise? -Please list all franchises in TN and their Franchise owner? -Will all franchises be legally bound by the terms of the State agreement?	Franchise locations under this contract will be considered subcontractors (see <i>Pro Forma</i> Section D.5. Subcontracting). Respondents must provide the list of subcontractors at the time of response submittal The Contractor will be responsible for verifying each subcontractor is adhering to the terms and conditions of the contract as well as the rental rates and rebate structure defined in the Contract. The Contractor will be responsible for ensuring that all identified subcontractors receive approval from the State and register in the State Edison system with the proper documentation (insurance, etc) by the start date in <i>Pro Forma</i> Section B. Rebate must stay the same. All rates regardless of corporate store/location or subcontractor must be the same. Subcontractor locations must be identified, if they will not comply with contract rates, they cannot be considered in total number of locations to service the state.
30	We request a question be added and scored addressing where the team lead is located for all portions of the State business to include but not limited to: Billing Risk management/Accident resolution Vehicle acquisition Reservation/Problem Resolution Account Management for East/Middle/West Tennessee Commercial Truck Account Manager Car Share Account Manager	The State will not add a technical question for this topic. Respondents must provide the key people assigned to the State contract per Technical Question B.13. Furthermore, the State requires the awarded Contractor to provide one point of contact to communicate with the State contract administrator as defined in <i>Pro Forma</i> Section E.2.
31	Please add and score questions regarding rebates. Please indicate whether rebate will be earned if a non-corporate or special rate is applied.	All rates, regardless of corporate store/location or franchise ownership, must be the same. Corporate and franchise location rates will be treated the same by the State and any rebates offered should be based on total State usage (not exclude participating franchise locations). See response to #29 above.
32	The automobile coverage in Section E.6 requires the rental car company to provide State employees using the car on State business with \$1,000,000 in liability protection. Under E.6. a. (1) the rental car company is required to maintain excess liability coverage in the amount of \$10,000,000. Therefore, it is possible that the rental car	The State's intent is to protect the State by requiring the Contractor(s) to provide Excess Liability insurance (or Umbrella insurance) in the amount of five million dollars (\$5,000,000) aggregate on out-of-State rentals. The State has changed the required amount of

	<p>company would be liable for up to \$10,000,000 in liability protection for an accident with the rental car by a State employee on State business. This is because the excess layer of coverage would apply if the amount of damages exceeds the \$1,000,000 limit of liability protection. Could you please clarify the States intent. If the requirement is only that the rental car company provide the \$1,000,000 limit of liability protection, could language added that the excess coverage does not apply to automobiles rented to State employees on State business.</p>	<p>Excess Liability insurance (or Umbrella insurance) from ten million dollars (\$10,000,000) to five million dollars (\$5,000,000). See <i>Pro Forma Contract</i> Section E.6.a.(1).</p> <p>RFP Attachment 6.3.A. Cost Proposal must be completed by all Respondents. This proposal is for insurance costs only, to be provided by the Contractor. Evaluation instructions are included in RFP Section 5.2.2.</p>
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3. **Delete RFP #32110-13022 Amendment #2, in its entirety, and replace with RFP #32110-13022, Release #2, attached to this amendment.** Revisions of the original RFP document are emphasized within the new release. Any sentence or paragraph containing revised or new text is highlighted.
4. **RFP Amendment Effective Date**. The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

**REQUEST FOR PROPOSAL #32110-13022
AMENDMENT # 2
FOR STATEWIDE VEHICLE RENTAL**

DATE: June 19, 2014

RFP #32110-13022 is amended as follows:

- 1. This RFP Schedule of Events updates and confirms scheduled RFP dates.**

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		May 9, 2014
2. Disability Accommodation Request Deadline	2:00 p.m.	May 13, 2014
3. Pre-Proposal Conference	2:00 p.m.	May 20, 2014
4. Notice of Intent to Propose Deadline	2:00 p.m.	May 21, 2014
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 23, 2014
6. State Response to Written "Questions & Comments"		June 26, 2014
7. Proposal Deadline	2:00 p.m.	July 10, 2014
8. Respondent Oral Presentations		July 14-15, 2014
9. State Completion of Technical Proposal Evaluations		July 22, 2014
10. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 11, 2014
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	August 1, 2014
12. Contract Signing		August 13, 2014
13. Contractor Contract Signature Deadline	2:00 p.m.	August 19, 2014



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

**REQUEST FOR PROPOSAL #32110-13022
AMENDMENT # 1
FOR STATEWIDE VEHICLE RENTAL**

DATE: June 17, 2014

RFP #32110-13022 is amended as follows:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		May 9, 2014
2. Disability Accommodation Request Deadline	2:00 p.m.	May 13, 2014
3. Pre-Proposal Conference	2:00 p.m.	May 20, 2014
4. Notice of Intent to Propose Deadline	2:00 p.m.	May 21, 2014
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 23, 2014
6. State Response to Written "Questions & Comments"		June 19, 2014
7. Proposal Deadline	2:00 p.m.	July 3, 2014
8. Respondent Oral Presentations		July 9-10, 2014
9. State Completion of Technical Proposal Evaluations		July 17, 2014
10. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 3, 2014
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	July 28, 2014
12. Contract Signing		August 7, 2014
13. Contractor Contract Signature Deadline	2:00 p.m.	August 12, 2014



**STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

**REQUEST FOR PROPOSALS
FOR
VEHICLE RENTAL**

**RFP # 32110-13022
Release #4**

RFP CONTENTS

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ATTACHMENTS:

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- 6.2. Technical Response & Evaluation Guide**
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1. INTRODUCTION

The State of Tennessee, Department of General Services, Central Procurement Office, hereinafter referred to as “the State,” has issued this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The purpose of this RFP is to select a Contractor(s) that can meet the State’s need for in-state and out-of-state Short-Term and Long-Term Vehicle Rental Services. It is the intent of the State to contract with a Contractor or Contractors that can provide the State services as specified within this RFP at the best overall value. This RFP encompasses the services that are needed for Vehicle Rental. This Statewide Contract could potentially be split up into three (3) different contracts within the following groups:

- Group 1 Traditional Vehicle Rental – Passenger Vehicles
- Group 2 Traditional Vehicle Rental – Commercial Vehicles
- Group 3 State Lot

The State intends to make a single award to one supplier for the full scope of this RFP (all three vehicle rental groups as stated above); however the State reserves the right to award Groups 1, 2, and 3 under separate contracts if it is in the State’s best interest. The State’s expectation is that the contract(s) resulting from this RFP will have an initial three (3) year contract term with the option to exercise two (2) additional one-year terms.

Responses shall include one group or any combination of the 3. Respondents must provide a response to at least one of the above groups. For example, a response may include the State Lot and Traditional Vehicle Rental – Commercial Vehicles.

The Traditional Vehicle Rental will include hourly, daily, weekly, and monthly rentals available through the Contractor’s physical locations. The State Lot will also include hourly, daily, weekly, and monthly rental however the format and management of the State Lot is up to the discretion of the Contractor(s).

It should be noted that the State will provide parking spaces and a Customer Service Center in a State-owned building at no cost to the Contractor with the expectation that the Contractor will charge lower rental rates. These State provided spaces are more clearly defined in the RFP Attachment 6.6., *Pro Forma* Contract.

1.1.1. Statewide Contract

Other Governmental Bodies and qualified non-profit agencies may utilize the Statewide Contract (SWC) as negotiated by the State. While Other Governmental Bodies’ participation in this SWC is not mandatory, it is the State’s goal to continue encouraging Other Governmental Bodies to use the price agreement(s) resulting from this RFP. Increased utilization by these entities significantly enhances the business opportunity for the winning Contractor(s) without having to participate in additional procurement processes individually with these entities.

The State, however, is not responsible for the transactions between the Contractor(s) and these entities. All Other Governmental Bodies and qualified non-profit agencies using Statewide Contracts are expected to follow the contractual terms and conditions specified in these agreements. Contractors are not required to

provide this service to Other Governmental Bodies and qualified non-profit agencies, but are highly encouraged to do so.

The State's procurement reform efforts are expanding to reach Other Governmental Bodies throughout the State of Tennessee. TNSmartShop is a secure and credentials based website for all state-wide contract products and services. Hundreds of governmental bodies have the ability to log onto TNSmartShop to see what products and services are available to them through state-wide contracts. **In order for your awarded services to be included in TNSmartShop, the State requires an affirmation response in Attachment 6.2. Technical Response & Evaluation Guide, Item B.15.**

1.1.2. Background Information

Prior to the current Statewide Contract for Vehicle Rentals, the State owned and maintained a fleet of over 250 vehicles whose mileage and ages were increasing rapidly. The decision was made by the Department of General Services to sell this owned fleet and enter into a contract agreement with a Contractor who could provide vehicle rental services. The current Statewide Contract is a cooperative agreement with the University of Tennessee that currently includes a traditional vehicle rental program in addition to two (2) vehicle sharing lots. These lots are located in Nashville and Knoxville; the Nashville lot is the largest and most heavily used.

The Vehicle Rental contract is used by all agencies statewide; however the five (5) major cities in Tennessee, Nashville, Knoxville, Chattanooga, Jackson, and Memphis, have the heaviest usage as outlined in Table 1 below. The majority of the usage is in the Nashville area at 36%. Out-of-State spend has a total of \$47,297, most of which is occurring at airports. Table 2 shows that in one year, the State spent \$1,281,960 on the current statewide contract, including all three (3) Groups. The usage from Local Governmental Bodies and Educational Institutions has been significant as well at \$414,126 from users like the University of Tennessee, East Tennessee State University, University of Memphis, among others.

Table 1	
5 Major Cities in TN	
City	Usage [%]*
Nashville	36%
Knoxville	8%
Chattanooga	5%
Jackson	5%
Memphis	4%

Table 2	
Total Statewide Contract Spend	
January 1, 2013-December 31, 2013	
State Usage – Group 1	\$775,886
State Usage – Group 2	\$76,468
State Usage – Group 3	\$429,606
Vehicle Rental by Local Governments and Educational Institutions	\$414,126
Personal Vehicle Rental	\$37,146

Table 3 highlights usage information for the Traditional Vehicle Rental currently utilized by the State. Usage information on the State's current CarShare lot through Enterprise is provided in Table 4. (Attachment 6.7. includes further analysis of the monthly usage for both the Traditional and CarShare rental models).

Table 3			
Traditional Vehicle Rental Usage – State Only			
Month	# Reservations	Days	Total Miles
January 2013	432	1,546	194,918
February 2013	438	1,528	187,606
March 2013	486	1,866	235,692

April 2013	634	2,287	291,540
May 2013	584	2,207	316,366
June 2013	559	2,102	246,841
July 2013	465	1,676	229,446
August 2013	548	1,849	243,100
September 2013	620	2,076	474,053
October 2013	703	2,129	405,081
November 2013	594	1,771	248,513
December 2013	475	1,118	272,529
Total	6,538	22,155	3,345,685

Table 4 CarShare Usage in State Lot – State Only				
Month	# Reservations	Hours	Total Miles	Vehicles in Nash. Lot [#]
September 2012	424	18,634	157,636	74
October 2012	513	23,932	193,009	74
November 2012	399	16,574	137,257	74
December 2012	371	13,993	109,217	71
January 2013	389	17,560	135,643	71
February 2013	388	15,889	140,142	61
March 2013	431	14,928	133,360	61
April 2013	473	21,485	177,452	61
May 2013	419	16,737	153,254	56
June 2013	489	18,442	159,727	56
July 2013	375	14,657	138,221	56
August 2013	389	15,153	128,617	56
Total	5,060	207,984	1,763,535	

1.1.3. Definitions and Abbreviations

CPO	Central Procurement Office
DGS	Department of General Services.
Delivery	Equipment or service carried from the Contractor to the Purchasing Agency.
Demand Management	A planning methodology use to manage forecasted demand.
Equipment	Items offered by the Contractor to the Purchasing Agency as specified in this RFP.
Implementation	The transition process where the selected Contractor will provide instruction, service, support and maintenance to ensure proper utilization and functioning of the new Contractor system.
Long-Term Vehicle Rental	Vehicle rented at least 28 days but no more than 6 months. Only available under Traditional Vehicle Rental portion of the Contract.

MBE/WBE/SDVBE/SBE	Minority business enterprise, women business enterprise, service-disabled veteran business enterprise, and small business enterprise.
Net Pricing	Price of item after discounts, rebates and other potential factors have been deducted from the original purchase price.
Other Governmental Bodies	Any governmental entity in the State of Tennessee; this may include, but is not limited to the following: 1) The Judicial Branch; 2) The Legislative Branch; 3) Local Governments (includes counties, cities, townships & municipalities); 4) Educational Institutions (includes universities, colleges and K-12); and 5) Authorities and quasi-governmental bodies
PCard	State Payment Card which is a purchasing card used by State employees to pay for items ordered.
Response	A Respondent's response to this RFP
Purchasing Agency	State Agency, Other Governmental Body or qualified non-profit agency purchasing off the SW C
Qualified Non-Profit Agencies	Any corporation which is exempted from taxation under 26 U.S.C. § 501(c)(3) as amended and which contracts with the Department of Mental Health and Substance Abuse Services to provide services to the public (TCA § 33-2-401 et seq.)
Short-Term Vehicle Rental	Vehicle rented 27 days or less.
State User	Any valid State employee who will rent a vehicle from the Respondent.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

- 1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP #32110-13022

RFP # 32110-13022

1.4.2. Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.

- 1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Katie Lillard
Department of General Services
Central Procurement Office
3rd Floor WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243
(615) 741-7078
katie.lillard@tn.gov

- 1.4.2.2. Notwithstanding the foregoing, potential Respondents may contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit www.tn.gov/businessopp/) or contact:

Richard VanNorman
Governor's Office of Diversity Business Enterprise
Central Procurement Office
3rd Floor WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243
(615) 253-4654
Richard.VanNorman@tn.gov

- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley
Procurement Compliance Supervisor
Central Procurement Office
3rd Floor WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243
(615) 741-3836
Helen.Crowley@tn.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: http://tn.gov/generalserv/cpo/sourcing_sub/rfp.shtml.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. Assistance to Respondents With a Handicap or Disability

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Respondent Required Review & Waiver of Objections

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. Pre-Response Conference

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Central Procurement Office
3rd Floor WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243
Room: Morrow Conference Room

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 2 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Propose

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. Response Deadline

A Respondent must ensure that the State receives a response no later than the response Deadline time and date detailed in the RFP Section 2, Schedule of Events. A response must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		May 9, 2014
2. Disability Accommodation Request Deadline	2:00 p.m.	May 13, 2014
3. Pre-response Conference	2:00 p.m.	May 20, 2014
4. Notice of Intent to Propose Deadline	2:00 p.m.	May 21, 2014
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 23, 2014
6. State Response to Written "Questions & Comments"		June 26, 2014
7. Response Deadline	2:00 p.m.	July 18, 2014
8. Respondent Oral Presentations		July 23-24, 2014
9. State Completion of Technical Response Evaluations		July 31, 2014
10. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 18, 2014
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	August 20, 2014
12. Contract Signing		September 1, 2014
13. Contractor Contract Signature Deadline	2:00 p.m.	September 19, 2014

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of three parts, a Technical Response and two (2) Cost Proposals.

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered and should **not exceed 50 pages in length**. The 50 page limit applies to all technical responses with respect to RFP Attachment 6.2 Sections C, D, and E, not including the specifications.
- 3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachments 6.3.A. and 6.3.B., Cost Proposal & Scoring Guides.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachments 6.3.A. and 6.3.B., Cost Proposal & Scoring Guides and must NOT record any other rates, amounts, or information.
- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.

- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

- 3.2.2.1. One (1) original Technical Response paper document labeled:

“RFP # 32110-13022 TECHNICAL RESPONSE ORIGINAL”

and five (5) copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 32110-13022 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.

- 3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP # 32110-13022 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “XLS” format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 32110-13022 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

- 3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 32110-13022 TECHNICAL RESPONSE FROM
[RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.3.2. The Cost Proposal original document and copy disc must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 32110-13022 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # 32110-13022 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Katie Lillard
Department of General Services
Central Procurement Office
3rd Floor WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243
(615) 741-7078
katie.lillard@tn.gov

- 3.2.4.1. Respondents Note: All documents delivered to the Department of General Services, Central Procurement Office are subject to inspection by security located at the WRS Tennessee Tower. Please arrive an extra 30 minutes prior to the response submittal time/date to allow for security screening.

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially

incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.

- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
 - 3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
 - 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. **Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. Response Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

From time-to-time, the State may require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by RFP Attachment 6.6. *Pro Forma* Contract. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. Professional Licensure and Department of Revenue Registration

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. Disclosure of Response Contents

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. Contract Approval and Contract Payments

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Sections C and D).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

After contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

All Respondents must respond to Section A and Section B. All Respondents must respond to Section C, Section D, Section E, or any combination of all three (3) Sections/Groups. All Respondents must respond to the corresponding Group(s) Cost Proposal.

The Evaluation Model prescribed below applies to the Section C Traditional Vehicle Rental, Passenger Vehicles.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
Mandatory Requirements (refer to RFP Attachment 6.2, Section A)	Pass/Fail
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	10
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	40
Cost Proposal (refer to RFP Attachments 6.3.A. and 6.3.B.)	50

The Evaluation Model prescribed below applies to the Section D Traditional Vehicle Rental, Commercial Vehicles.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
Mandatory Requirements (refer to RFP Attachment 6.2, Section A)	Pass/Fail
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	10
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section D)	40
Cost Proposal (refer to RFP Attachments 6.3.A. and 6.3.B.)	50

The Evaluation Model prescribed below applies to the State Lot. Section E must only be completed by Respondents responding to the State Lot.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
Mandatory Requirements (refer to RFP Attachment 6.2, Section A)	Pass/Fail
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	10
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section E)	40

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:

- a. the response adequately meets RFP requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B and Section C for Traditional Vehicle Rental, Passenger Vehicles, Section D for Traditional Vehicle Rental, Commercial Vehicles and Section E for State Lot.

5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B and for Section C for Traditional Vehicle Rental, Passenger Vehicles, Section D for Traditional Vehicle Rental, Commercial Vehicles and Section E for State Lot, and record each average as the response score for the respective Technical Response section.

5.2.1.5. For award evaluation, the Solicitation Coordinator will combine average scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B and for Section C for Traditional Vehicle Rental, Passenger Vehicles, Section D for Traditional Vehicle Rental, Commercial Vehicles and Section E for State Lot. Award groupings that include Section D for Traditional Vehicle Rental, Commercial Vehicles, will have a different

weighting to favor Section C for Traditional Vehicle Rental, Passenger Vehicles, and Section E for State Lot. The State views Section C for Traditional Vehicle Rental, Passenger Vehicles and Section E for State Lot in a higher importance than Section D for Traditional Vehicle Rental, Commercial Vehicles and as such will weight them higher when combined. This calculation will be done in the following manner:

- a. Section C for Traditional Vehicle Rental, Passenger Vehicles is equal to 80 technical points and Section D for Traditional Vehicle Rental, Commercial Vehicles is equal to 20 technical points.
- b. Section D for Traditional Vehicle Rental, Commercial Vehicles is equal to 20 points and Section E for State Lot is equal to 80 points.
- c. Section C for Traditional Vehicle Rental, Passenger Vehicles is equal to 80 points, Section D for Traditional Vehicle Rental, Commercial Vehicles is equal to 20 points and Section E for State Lot is equal to 80 points.

5.2.1.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not to meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.1.7. The Solicitation Coordinator will invite each evaluated Respondent to make an oral presentation.

5.2.1.6.1. The Solicitation Coordinator will randomly schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. Random scheduling precludes any consideration of Respondent time or date scheduling preferences or related requests. When the Respondent presentation schedule has been determined, the RFP Coordinator will contact Respondents with the relevant information as indicated by the RFP Section 2, Schedule of Events.

5.2.1.6.2. Respondent presentations will be open only to the invited Respondent, Proposal Evaluation Team members, the RFP Coordinator, and any technical consultants that may be selected by the State to provide assistance to the Proposal Evaluation Team.

5.2.1.6.3. Respondent presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide, Section C for Traditional Vehicle Rental, Passenger Vehicles, Section D for Traditional Vehicle Rental, Commercial Vehicles and Section E for State Lot.

5.2.1.6.4. The State will maintain an accurate record of each Respondent's oral presentation session, and such record shall be available for review when the State opens the procurement files for public inspection.

5.2.1.6.5. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section C for Traditional Vehicle Rental, Passenger Vehicles, Section D for Traditional Vehicle Rental, Commercial Vehicles and Section E for State Lot.

5.2.1.6.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section C for Traditional Vehicle Rental, Passenger Vehicles, Section D for Traditional Vehicle Rental, Commercial Vehicles and Section E for State Lot, and record that number as the score for said Technical Response section.

5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.2.1. RFP Attachment 6.3.A. "Cost Proposal & Scoring Guide – Insurance" will be opened and evaluated first. Upon opening the Insurance Proposals, the State will record which Respondents are under or over the insurance threshold the State is willing to accept. The insurance threshold is the limit in which the State is willing to pay the Contractor. If the proposed insurance cost is over the threshold, the State will self-insure vehicles rented for State business use only. Based on this, the analysis per Respondent will include either their proposed insurance cost (if under the threshold) or at most, the State insurance threshold.

5.2.2.2. RFP Attachment 6.3.B. "Cost Proposal & Scoring Guide – Total Evaluated Costs" will be opened and evaluated second.

5.2.3. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. **Clarifications and Negotiations**

5.3.1. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.3.1.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.3.1.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.

5.3.1.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.

- 5.3.1.4. If the State determines that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.4. Contract Award Process

- 5.4.1 The state prefers to award a single contract for all line items to the lowest responsive and responsible Respondent whose response meets the requirements and criteria set forth in the Invitation to Bid; however, separate awards may be made based on the evaluation criteria laid out in Section 5.2.
- 5.4.2. The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award(s).
- 5.4.3. The procuring agency head will determine the apparent best-evaluated Response(s). To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.4.4. The State reserves the right to make an award without further discussion of any response(s).
- 5.4.5. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

- 5.4.6. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.4.7. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.4.8. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

The State reserves the right to award an evaluated contract(s) in the best interest to the State. In the event that a combination of multiple groups are considered to award to one Contractor whose combined score is lower than one Contractor who has a higher score in one group considered in the multiple group award situation, it is in the best interest of the State to choose the multiple group award.

RFP # 32110-13022 STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

**RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or
SSN):**

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses.	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		satisfactory credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
State Use – RFP Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been performing the services required by this RFP.
	B.5.	Describe the Respondent 's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last ten years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	<p>Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	B.10.	<p>Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to accomplish the work required by this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide a statement by a company official that the Respondent is willing to participate in the State's TN SmartShop initiative as outlined in RFP Section 1.1.
	B.16.	Provide documentation of the Respondent's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following: (a) a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises; (b) a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, including the following information: (i) contract description and total value (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, disability) (iii) contractor contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises in a contract awarded to the Respondent pursuant to this RFP, including the following information: (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (i.e., ethnicity, gender, disability) of anticipated subcontractors and supply contractors anticipated; and (d) the percent of the Respondent's total current employees by ethnicity, gender, and handicap or

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>disability.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises and that offers a diverse workforce to meet service needs.</p>
	B.17.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract term; and (e) the contract number. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.18.	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) of the larger accounts currently serviced by the Respondent, <u>and</u> ▪ three (3) completed projects. <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent's sealed Technical Response. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.</p> <ul style="list-style-type: none"> (a) "Customize" the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Respondent's name, and make exact duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Respondent to: <ul style="list-style-type: none"> (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document); (ii) sign <u>and</u> date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response). (d) <u>Do NOT</u> open the sealed references upon receipt. (e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = 10)</i>		
<i>State Use – Evaluator Identification:</i>		

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C, D, & E: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item.

Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

Section C must be completed by only those Respondents responding to Traditional Vehicle Rental, Passenger Vehicles portion of this RFP.

Section D must be completed by only those Respondents responding to Traditional Vehicle Rental, Commercial Vehicles portion of this RFP.

Section E must be completed by only those Respondents responding to the State Lot portion of this RFP.

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Proposer completes)	Item Ref.	Section C TRADITIONAL VEHICLE RENTAL, PASSENGER VEHICLES — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
Contract Management					
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		2	
	C.2.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, accomplish required objectives, and meet the State's project schedule.		2	
	C.3.	Provide documentation and description of the insurance that will be included on all vehicles rented to the State.		5	
	C.4.	Describe the long-term rental policy (vehicle rented at least 28 days but no more than 6 months) that will be made available to the State. NOTE: do NOT include pricing in this section.		5	
	C.5.	Provide a narrative that illustrates how many offices are located in Tennessee. How many offices are located in each of the major cities: Nashville, Knoxville, Chattanooga, Jackson, Memphis? Provide the mile radius from city center. How many offices are located at airports? How many offices are located nationwide? Define services available at each office (i.e. vehicle delivery, after-hours drop-off). Provide a list of all offices, including franchise locations, as a separate attachment. The list should include the location, address, telephone number, and the hours of operation for each location. The list should be broken into two lists; the first list should include all Tennessee locations and the second list should contain all other locations nationwide (including Alaska and Hawaii). Respondent must identify franchised locations, if any, that will NOT comply with the contract and its resulting rental rates.		10	
	C.6.	Describe the Respondent's ability to service the entire State. Specifically, how will the Respondent service the top major cities as shown in Table 1? How will all other cities/counties be serviced? Include the rental process in the event that no physical rental office exists in a user's geographical location.		10	
	C.7.	Describe the Respondent's environmental awareness policy in terms of hybrid vehicles, etc. How will this policy be communicated to State employees utilizing this contract?		3	
	C.8.	Describe how the Respondent will work with the State to reduce State costs.		2	
	C.9.	Describe the Respondent's preferred customer/reward program available to State users for both business and personal use.		3	
	C.10.	Describe the process for handling billing disputes.		5	
	C.11	Describe the information that will be provided in the Quarterly Business Reviews.		3	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Proposer completes)	Item Ref.	Section C TRADITIONAL VEHICLE RENTAL, PASSENGER VEHICLES — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.12.	Based on the information provided in 1.1 Statement of Procurement Purpose, what does the Respondent believe to be in the best interest of the State? To provide hourly rates or to keep the rates at the standard day, week, etc? Explain. NOTE: do NOT include pricing in this section, this will be provided in RFP Attachment 6.3.		7	
Vehicle Management					
	C.13.	How will the vehicles be managed in the event of damage to a rented vehicle whether caused by the State employee currently renting the vehicle or by another person/driver?		5	
	C.14.	Describe the Respondent's process for accident reporting (user reporting to Respondent) and the Respondent's follow-up with the user.		3	
	C.15.	Describe the Respondent's maintenance program.		6	
	C.16.	Describe the Respondent's 24-hour roadside assistance program. When an emergency is reported by a State user, how will it be handled? What is the proposed length of time from initial user call to resolution?		8	
	C.17.	Provide a definition of each vehicle list provided in section A.2. Vehicle Specifications. Provide a list of all vehicles that will be made available to the State within each vehicle class as described in Section A.1. of the <i>Pro Forma</i> . Describe the average age and mileage of the vehicle fleet.		2	
Reservations/Pick-Ups and Drop-Offs					
	C.18.	The State requires that all vehicles be approved by the user's supervisors prior to the time of vehicle pick-up. What process does the Respondent propose the State utilize in order to make the vehicle pick-up process a smooth one for both the user and the Respondent? How will the Respondent ensure that only State Employees are renting? What will the Respondent accept as proper authorization? Provide examples.		10	
	C.19.	Describe how the Respondent will handle vehicle reservations for personal use by State employees. Refer to Attachment 6.6 <i>Pro Forma</i> Section A.3 for further definition.		2	
	C.20.	Describe what the rental process will look like for the Traditional Vehicle Rental. Reservations, documentation, etc. Include details on the reservation website/phone number.		6	
	C.21.	Describe the format of the reservation website here. Also include the implementation timeline.		3	
	C.22.	Describe in full detail, the steps taken in the event a user's reserved vehicle is not available at the time of the actual reservation/pick-up.		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Proposer completes)	Item Ref.	Section C TRADITIONAL VEHICLE RENTAL, PASSENGER VEHICLES — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.23.	Describe the after-hours pick-up and return process.		5	
	C.24.	Describe the process for handling unsatisfactory vehicles at pick-up (dirty, maintenance issues, etc.).		6	
	C.25.	What is the Respondent's policy on fuel at the time of pick-up? At the time of return? How will this policy be enforced with the State?		7	
	C.26.	Describe the Respondent's cancellation policy that will be applied to the State contract.		4	
<i>The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					
				Total Raw Weighted Score: (sum of Raw Weighted Scores above)	
Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>				X 40 <i>(maximum possible score)</i>	= SCORE:
State Use – Evaluator Identification:					
State Use – RFP Coordinator Signature, Printed Name & Date:					

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Proposer completes)	Item Ref.	Section D TRADITIONAL VEHICLE RENTAL, COMMERCIAL VEHICLES — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
Contract Management					
	D.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		2	
	D.2.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, accomplish required objectives, and meet the State's project schedule.		2	
	D.3.	Provide documentation and description of the insurance that will be included on all vehicles rented to the State.		5	
	D.4.	Describe the long-term rental policy (vehicle rented at least 28 days but no more than 6 months) that will be made available to the State. NOTE: do not include pricing.		5	
	D.5.	Provide a narrative that illustrates how many offices are located in Tennessee. How many offices are located in each of the major cities: Nashville, Knoxville, Chattanooga, Jackson, Memphis? Provide the mile radius from city center. How many offices are located at airports? How many offices are located nationwide? Define services available at each office (i.e. vehicle delivery, after-hours drop-off). Provide a list of all offices, including franchise locations, as a separate attachment. The list should include the location, address, telephone number, and the hours of operation for each location. The list should be broken into two lists; the first list should include all Tennessee locations and the second list should contain all other locations nationwide (including Alaska and Hawaii). Respondent must identify franchised locations, if any, that will NOT comply with the contract and its resulting rental rates.		10	
	D.6.	Describe the Respondent's ability to service the entire State. Specifically, how will the Respondent service the top major cities as shown in Table 1? How will all other cities/counties be serviced? Include the rental process in the event that no physical rental office exists in a users geographical location.		10	
	D.7.	Describe how the Respondent will work with the State to reduce State costs.		2	
	D.8.	Describe the Respondent's preferred customer/reward program available to State users for both business and personal use.		3	
	D.9.	Describe the process for handling billing disputes.		5	
	D.10	Describe the information that will be provided in the Quarterly Business Reviews.		3	
	D.11.	Based on the information provided in 1.1 Statement of Procurement Purpose, what does the Respondent believe to be in the best interest of the State? To provide hourly rates or to keep the rates at the standard day, week, etc? Explain. NOTE: do not include pricing in this section, this will be		7	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Proposer completes)	Item Ref.	Section D TRADITIONAL VEHICLE RENTAL, COMMERCIAL VEHICLES — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		provided in RFP Attachment 6.3.			
Vehicle Management					
	D.12.	How will the vehicles be managed in the event of damage to a rented vehicle whether caused by the State employee currently renting the vehicle or by another person/driver?		5	
	D.13.	Describe the Respondent's process for accident reporting (user reporting to Respondent) and the Respondent's follow-up with the user.		3	
	D.14.	Describe the Respondent's maintenance program.		6	
	D.15.	Describe the Respondent's 24-hour roadside assistance program. When an emergency is reported by a State user, how will it be handled? What is the proposed length of time from initial user call to resolution?		8	
	D.16.	Provide a definition of each vehicle list provided in section A.2. Vehicle Specifications. Provide a list of all vehicles that will be made available to the State within each vehicle class as described in Section A.1. of the <i>Pro Forma</i> . Describe the average age and mileage of the vehicle fleet.		2	
Reservations/Pick-Ups and Drop-Offs					
	D.17.	The State requires that all vehicles be approved by the user's supervisors prior to the time of vehicle pick-up. What process does the Respondent propose the State utilize in order to make the vehicle pick-up process a smooth one for both the user and the Respondent? How will the Respondent ensure that only State Employees are renting? What will the Respondent accept as proper authorization? Provide examples.		10	
	D.18.	Describe how the Respondent will handle vehicle reservations for personal use by State employees. Refer to Attachment 6.6 <i>Pro Forma</i> Section A.3 for further definition.		2	
	D.19.	Describe what the rental process will look like for the Traditional Vehicle Rental. Reservations, documentation, etc. Include details on the reservation website/phone number.		6	
	D.20.	Describe the format of the reservation website here. Also include the implementation timeline.		3	
	D.21.	Describe in full detail, the steps taken in the event a user's reserved vehicle is not available at the time of the actual reservation/pick-up.		5	
	D.22.	Describe the after-hours pick-up and return process.		5	
	D.23.	Describe the process for handling unsatisfactory vehicles at pick-up (dirty, maintenance issues, etc.).		6	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Proposer completes)	Item Ref.	Section D TRADITIONAL VEHICLE RENTAL, COMMERCIAL VEHICLES — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	D.24.	What is the Respondent's policy on fuel at the time of pick-up? At the time of return? How will this policy be enforced with the State?		7	
	D.25.	Describe the Respondent's cancellation policy that will be applied to the State contract.		4	
<i>The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					
				Total Raw Weighted Score: (sum of Raw Weighted Scores above)	
<div style="display: flex; justify-content: space-between;"> <div> Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i> </div> <div> X 40 <i>(maximum possible score)</i> </div> <div> = SCORE: </div> </div>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>					

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section E STATE LOT — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
Contract Management					
	E.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		2	
	E.2.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, accomplish required objectives, and meet the State's project schedule.		2	
	E.3.	Provide documentation and description of the insurance that will be included on all vehicles rented from the State Lot.		5	
	E.4.	Describe how the Respondent will work with the State to reduce State costs.		5	
	E.5.	Describe the process for handling billing disputes.		5	
	E.6.	Describe the information that will be provided in the Quarterly Business Reviews.		3	
	E.7.	Based on the information provided in 1.1 Statement of Procurement Purpose, what does the Respondent believe to be in the best interest of the State? To provide hourly rates or to keep the rates at the standard day, week, etc? Explain. NOTE: do not include pricing in this section, this will be provided in RFP Attachment 6.3.		7	
Vehicle Management					
	E.8.	How will the vehicles be managed in the event of damage to a rented vehicle whether caused by the State employee currently renting the vehicle or by another person/driver?		5	
	E.9.	Describe the Respondent's process for accident reporting (user reporting to Respondent) and the Respondent's follow-up with the user.		3	
	E.10.	Describe the Respondent's maintenance program.		6	
	E.11.	Describe the Respondent's 24-hour roadside assistance program. When an emergency is reported by a State user, how will it be handled? What is the proposed length of time from initial user call to resolution?		8	
	E.12.	Provide a definition of each vehicle list provided in section A.2. Vehicle Specifications. Provide a list of all vehicles that will be made available to the State within each vehicle class as described in Section A.1. of the <i>Pro Forma</i> . Describe the average age and mileage of the vehicle fleet.		3	
Reservations/Pick-Ups and Drop-Offs					
	E.13.	The State requires that all vehicles be approved by the user's supervisors prior to the time of vehicle pick-up. What		10	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section E STATE LOT — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		process does the Respondent propose the State utilize in order to make the vehicle pick-up process a smooth one for both the user and the Respondent? How will the Respondent ensure that only State Employees are renting? What will the Respondent accept as proper authorization? Provide examples.			
	E.14.	Describe the format of the reservation website here. Also include the implementation timeline.		3	
	E.15.	Describe in full detail, the steps taken in the event a user's reserved vehicle is not available at the time of the actual reservation/pick-up.		5	
	E.16.	Describe the after-hours pick-up and return process.		5	
	E.17.	Describe the process for handling unsatisfactory vehicles at pick-up (dirty, maintenance issues, etc.).		6	
	E.18.	What is the Respondent's policy on fuel at the time of pick-up? At the time of return? How will this policy be enforced with the State?		7	
	E.19.	Describe the Respondent's cancellation policy that will be applied to the State contract.		4	
State Lot Management					
	E.20.	Describe the management strategy of the State Lot. Details must be given whether the Customer Services Center is utilized or technology is installed in the vehicles for off-site management.		6	
	E.21.	How many vehicles is the Respondent proposing to put in the Nashville State Lot? Remember, there are only 45 parking spaces available for use. How will the respondent determine when to increase/decrease the size of the lot? What will this changing/switching out process look like?		8	
	E.22.	What is the implementation plan the Respondent is proposing for putting all of the proposed vehicles in the State Lot? This includes any identification cards or other information that must be distributed to users. The State must have a detailed timeline in order to transition between the current contract and the new contract.		4	
	E.23.	How does the Respondent propose handling another location/city that would like to implement a lot similar to the State Lot during the term of this contract? What is the timeline?		5	
	E.24.	(Intentionally deleted)			
<i>The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section E STATE LOT — Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> Total Raw Weighted Score <hr style="width: 40%; margin: 0 auto;"/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i> </div> <div style="text-align: center;"> X 40 <i>(maximum possible score)</i> </div> <div style="text-align: center;"> = SCORE: </div> </div>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>					

COST PROPOSAL & SCORING GUIDE - INSURANCE

Please refer to Excel Worksheet titled “2 RFP 32110-13022 Attachment 6.3.A. Cost Proposal – Insurance”, which can be found on the CPO website at:

http://tn.gov/generalserv/cpo/sourcing_sub/rfp.shtml

COST PROPOSAL & SCORING GUIDE – TOTAL EVALUATED COSTS

Please refer to Excel Worksheet titled “3 RFP 32110-13022 Attachment 6.3.B. Cost Proposal – Total Evaluated Costs Amendment 1”, which can be found on the CPO website at:

RFP ATTACHMENT 6.4.

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment **MUST** be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.18.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 32110-13022 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: **RESPONDENT NAME** (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) **What services does /did the reference subject provide to your company or organization?**

(4) **What is the level of your overall satisfaction with the reference subject as a Contractor of the services described above?**

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of service delivery does /did the reference subject excel?
- (9) In what areas of service delivery does /did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

- (11) Considering the staff assigned by the reference subject to deliver the services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

- (12) Would you contract again with the reference subject for the same or similar services?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this
request for reference information)

(must be the same as the signature across the envelope seal)

DATE:

SCORE SUMMARY MATRIX

SECTION C TRADITIONAL VEHICLE RENTAL, PASSENGER VEHICLES

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH – SECTION C TRADITIONAL VEHICLE RENTAL, PASSENGER VEHICLES (maximum: 40)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 50)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: NUMBER)						

RFP Coordinator Signature, Printed Name & Date:

SCORE SUMMARY MATRIX

SECTION D TRADITIONAL VEHICLE RENTAL, COMMERCIAL VEHICLES

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH – SECTION D TRADITIONAL VEHICLE RENTAL, COMMERCIAL VEHICLES (maximum: 40)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 50)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: NUMBER)						

RFP Coordinator Signature, Printed Name & Date:

SCORE SUMMARY MATRIX

SECTION E STATE LOT

	<i>RESPONDENT NAME</i>	<i>RESPONDENT NAME</i>	<i>RESPONDENT NAME</i>
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 10)			
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
<i>REPEAT AS NECESSARY</i>			
	AVERAGE:	AVERAGE:	AVERAGE:
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH – SECTION E STATE LOT (maximum: 40)			
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
<i>REPEAT AS NECESSARY</i>			
	AVERAGE:	AVERAGE:	AVERAGE:
COST PROPOSAL (maximum: 50)	SCORE:	SCORE:	SCORE:
TOTAL RESPONSE EVALUATION SCORE: (maximum: NUMBER)			
RFP Coordinator Signature, Printed Name & Date:			

RFP # 32110-13022 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor," is for the provision of **Scope of Service Caption**, as further defined in the "SCOPE OF SERVICES."

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. Scope of Service and Deliverables

A.1. Vehicle Groups

The statewide contract will reflect the actual group(s) awarded:

- a. Group 1 Traditional Vehicle Rental, Passenger Vehicles – this program will include only passenger vehicle rentals with unlimited miles available for hourly, daily, weekly, or monthly rental either through the Contractor's physical locations, airports, or pick-up.
 - (1) (Intentionally deleted)
 - (2) (Intentionally deleted)

- b. Group 2 Traditional Vehicle Rental, Commercial Vehicles – this program will include only commercial vehicle rentals with unlimited miles available for hourly, daily, weekly, or monthly rental either through the Contractor's physical locations, airports, or pick-up.
 - (1) (Intentionally deleted)
 - (2) (Intentionally deleted)

- c. Group 3 State Lot – the Contractor must provide vehicles in a State Lot located at the intersection of Rosa L. Parks Avenue and Charlotte Avenue on the Nashville, TN downtown campus.
 - (1) The State Lot will be for State Employee use only, public access to this Lot will not be allowed.
 - (2) The State will only pay for the Lot vehicles as they are used; for example, if a vehicle sits on the Lot for 5 days but is only used for 2 days during that timeframe, the State will only pay for the 2 days of use.
 - (3) The State will provide fuel cards in State Lot vehicles.
 - (4) A maximum of 45 spaces will be made available in the State Lot for use by the Contractor. These spaces will be provided at no cost to the Contractor.
 - (5) If the Contractor chooses to use a certain portion of the State's property for the limited purpose of managing the State Lot, then this "Customer Service Center" will be provided at no cost to the Contractor.

- i. The Customer Service Center should be open from 7 AM – 6 PM Monday-Friday (excluding weekends and State holidays) and will be accessible during such times to the Contractor.
 - ii. The Customer Service Center will be located in the WRS TN Tower, 312 Rosa L. Parks Avenue, Nashville, TN 37243.
- (6) It should be noted that the Customer Service Center and 45 parking spaces, in the State Lot, will be made available to the Contractor at no cost; these have an estimated annual worth \$51,192.00.

All three (3) of these Groups must meet all of the specifications described below.

A.2. Vehicle Specifications

The State requires that the following vehicles be made available to all State users within and outside the State of Tennessee:

- a. Passenger Vehicle Classes - Any type of vehicle used for carrying/transporting passengers
 - (1) Compact Sedan
 - (2) Intermediate/Mid-Size Sedan
 - (3) Full-Size Sedan
 - (4) Small/Mid-Size Sport Utility Vehicle
 - (5) Large Sport Utility Vehicle
 - (6) Minivan
 - (7) (Intentionally deleted)
 - (7) Medium Passenger Van (12 or more passengers)
 - (8) Large Passenger Van (15 or more passengers)
 - (9) Pick-up Truck – ½ Ton
- b. Commercial Vehicles Classes – Any type of vehicle used for carrying/transporting goods
 - (1) Pick-Up Truck – ½ Ton
 - (2) Pick-Up Truck – ¾ Ton
 - (3) Box Truck – 16 feet with Ramp
 - (4) Box Truck – 16 feet with Lift Gate
 - (4) Box Truck – 24 feet with Lift Gate
 - (5) Cargo Van (intentionally deleted)
 - i. All vehicles in the Commercial Vehicle Classes must come with a towing package.
- c. In regards to the Traditional Vehicle Rental, all vehicles must have at minimum, a quarter (1/4) tank of fuel upon pick-up by the users. Vehicles returned without the same amount of fuel it was filled to at pick-up are subject to a surcharge by the Contractor (surcharge fee proposed in RFP Attachment 6.3 Cost Proposal).
- d. All vehicles must be equipped with at least the following: automatic transmission, power steering, power brakes, anti-lock brake systems, power windows, power door locks, air conditioning, AM/FM radio and all appropriate safety driver and passenger equipment, including but not limited to, air bags and all other manufacturer standard features/options included on the proposed model.
- e. Vehicle Model Year
 - (1) Passenger Vehicles must be either the current or previous model year production models.
 - (2) Commercial Vehicles must be no older than five (5) years old (calculated from current calendar year).

- f. All vehicles must be maintained according to the manufacturer maintenance schedule. Upon pick-up by the users, the interior and exterior of the vehicle must be clean.

A.3. Users

- a. The Contractor must provide vehicle rental services, to all eligible and approved State employees and other eligible and approved users that hold a valid State-issued driver's license and are eighteen (18) years old at the reservation start time, within and outside the State of Tennessee. For all eligible and approved drivers age eighteen (18) and over, the Contractor must not impose any additional fees.
- b. The Contractor must provide, at no cost to the State, their preferred customer and/or reward program.
- c. The user will be responsible for paying any and all traffic violations when the rental vehicle is in his or her possessions. Contractor(s) must send notice of tickets to each State Agency or user for payment by the rental driver. The State assumes no responsibility for the payment of any tickets received by the driver.

A.4. Reservation and Pick-up/Return Policy

- a. The Contractor must maintain rental facilities throughout the State of Tennessee and nationally to service users outside the borders of the State. The Contractor must make available to the State an online reservation system that will be available for use 24 hours a day, 365 days a year (including weekends and holidays). The Contractor will not be allowed to impose surcharges during peak seasons. Should the user's reserved vehicle have a lower published rate than the contracted rate at the time of pick-up, the Contractor must honor the lower published rate.
- b. In the event a user must reserve a vehicle for a one-way trip within the State of Tennessee, the Contractor may not charge additional fees or surcharges.
- c. All State Employees must provide the proper documentation at the time of vehicle pick-up. The Contracted Contractor will turn away any State Employee who is not able to provide this documentation. If this documentation is not provided, the State will not be charged for the vehicle.
- d. After-hours and weekend vehicle returns must be made available to all State users. Vehicles returned late are subject to a surcharge by the Contractor.
- e. In the event a user has reserved a vehicle that has become over-sold, the Contractor must provide an upgrade vehicle that is mutually acceptable to the user and the Contractor at the same rate as the originally reserved vehicle.
- f. The State requires a 59-minute grace period for rental returns.
- g. The Contractor must provide secure on-site parking, or off-site with delivery and pick-up, options for user's personal vehicles at no additional charge during the entire rental period at off-airport locations (does not include airports and the State Lot).
- h. Reservations must be made at least four (4) hours in advance of reservation start time.

A.5. Service Locations

The Contractor must be able to provide service to all counties across the State.

A.6. Roadside Assistance and Emergency Response

The Contractor must provide 24-hour/365-day emergency roadside assistance on all vehicles available under this Contract. Upon vehicle pick-up, the Contractor must provide the user with a verbal and written 24-hour toll free number to be used for any emergencies requiring roadside assistance.

A.7. Implementation Plan

The Contractor is responsible for the transition between the old contract and the new contract according to the timeline proposed. Current SWC #205 UT Enterprise Rent-A-Car Co-op expires January 4, 2015. The State recognizes that there will be a slight overlap of contracts as the current Contractor ends their service with the State and while the new Contractor begins implementing their new program. The Contractor Implementation Plan will be provided per the response to the RFP.

A.8. Additional Drivers

All State Employees that hold a valid State-issued driver's license and are eighteen years old, can operate any vehicle rented by another State Employee. There will not be a charge by the Contractor for these additional drivers.

A.9. Pricing and Fees

- a. The rates provided in Contract Attachment 6.6.1. will remain the same for in-state and out-of-state vehicle rentals.
- b. The State must not be charged an airport fee for vehicles rented at off-airport locations.
- c. The Contractor may charge an Airport Concession Fee on vehicles rented only at airport locations. These fees will be provided in Contract Attachment 6.6.1.
- d. The Contractor must provide lower pricing on a reserved vehicle should an advertised price be lower than the State contract pricing.
- e. The Contractor will not be allowed to charge the State or user a fee exceeding one (1) day of the rental rate in the situation there is a No-Show or Cancellation of Reservation.
- f. The rates provided in Contract Attachment 6.6.1. will not be subject to blackout dates.
- g. The Contractor will not be allowed to charge a fee on one (1) day rentals. This Contract will allow for any length of vehicle rental up to and including six (6) months.
- h. The Contractor may charge a daily City Differential Rate on cities outside the State of Tennessee on cities that will be defined in Contract Attachment 6.6.1.

A.10. Fuel

- a. The Contractor is not required to provide fuel for the State Lot. Fuel will be the responsibility of the State.

A.11. Long Term Vehicle Rental

The Contractor must allow for long term vehicle rentals at the payment rates provided in Section C. Long-term vehicle rentals will last at least one (1) month but no longer than six (6) months.

A.12. Reporting

The Contractor will submit Quarterly Reports in Microsoft Excel format to the State category specialist listed on the awarded contract. These reports are due no later than the 15th day following the end of the State's quarter (e.g. FY Quarter 2 reports are due no later than January 15th for all reporting October-December). The Quarterly Reports should provide statistical data on all purchases made from the awarded contract by State Agencies, Other Governmental Bodies, and non-profit agencies. This statistical data will be detailed and broken down by line item to include at least the following:

- a. Contract number
- b. Identify State or local agency
- c. Contract line item number
- d. Invoice number
- e. Commodity description
- f. Name of Agency, other governmental body or non-profit agency
- g. Agency location
- h. Line item quantity purchases each quarter for each individual agency, other governmental body or non-profit agency
- i. Line item dollar amount (volume) purchased each quarter for each individual agency, other governmental body or non-profit agency
- j. Line item quantity purchased to date for each individual agency, other governmental body or non-profit agency
- k. Line item dollar amount (volume) purchased to date for each individual agency, other governmental body or non-profit agency
- l. Sub totals for each category above
- m. Grand totals for each category above
- n. The following items must also be included on each vehicle rental:

- (1) Rental Reservation State Date and Time
- (2) Rental Reservation End Date and Time
- (3) Rental Actual Start Date and Time
- (4) Rental Actual End Date and Time
- (5) Rental Pick-up Location
- (6) Rental Drop-Off Location
- (7) Vehicle Reserved
- (8) Vehicle Driven
- (9) Reserving User's Name
- (10) Reserving User's Agency and Location
- (11) Vehicle Rental Rate
- (12) Fees Charged
- (13) Explanation of Fees
- (14) Total Invoice Amount
- (15) Total Miles Driven

Usage Reports: In addition to a quarterly report of sales being required, reporting of returns and credits, savings, net purchases, percentage recycled (green) of net purchases, and percentage diversity (minority owned, women-owned, and small business) of net purchases are required quarterly. Reports should be submitted to the contract administrator for the state in Microsoft Excel file format. Manufacturer code, Contractor/manufacture part number (if available), quantity purchased year to date and extension of price year to date will be required in each type of report.

Custom Reports: The awarded Contractor also agrees to provide custom/special reports, as requested periodically by the State, at no additional charge to the State. The State's Contract Administrator may

request customer reports from time to time. Contractor shall indicate the flexibility of the reporting system and the ease of changing both format and components tracked.

Reports shall be provided in electronic format. All electronic reports must be submitted in Microsoft Excel format. Reports must include the ability to sort/summarize by account, item number, Category, Equipment Category. Awarded Contractor agrees to provide all data requested in a flat file format as designated by the State Contract Administrator.

Quarterly Business Reviews: The awarded Contractor agrees to participate in Quarterly Business Reviews to be held every three (3) months with the State contract administrator. The first of the Quarterly Business Reviews will take place three (3) months from the contract start date and then the 15th day following the end of the previous business quarter (January 15, April 15, July 15, and October 15).

A.13. Green Vehicles

Per TCA § 4-3-1109, the State is committed to providing employees with energy-efficient and alternative fuel motor vehicles. At least 25% of vehicles procured by the State (including rentals) in designated nonattainment areas shall be energy-efficient and/or alternative fuel motor vehicles. The Contractor must work with the State to provide these types of vehicles, for example compact fuel-efficient vehicles with a mileage rating of at least twenty-five miles per gallon (25 mpg).

B. Contract Period

The Contract shall be effective for the period beginning September 15, 2014 (the "Contract State Date"), and ending on September 14, 2017 (the "Contract End Date") with 2 additional one-year options to renew. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

This contract may be renewed upon satisfactory completion of the initial contract term. The State reserves the right to execute up to the number of renewal options listed above annually under the same terms and conditions for a period not to exceed 12 months each by the State. It is mutually understood and agreed that the State's commitment is limited to an initial contract term, not to exceed thirty-six (36) months, which is subject to renewal annually at the State's sole option.

It is understood and agreed that the State reserves the right to extend the term contract period resulting from this solicitation an additional period of time, not to exceed 180 days beyond the normal expiration date of such contract, upon mutual written agreement by both parties, under the same terms and conditions. Provided, however, in no event shall the maximum term of a contract exceed a total of sixty (60) months.

C. Payment Terms and Conditions

- C.1. Liability. The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid for any period under the Contract or any extensions of the Contract for work not requested by the State. The Contractor is not guaranteed payment of any funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in attachment to be included at time of award. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the liability of the State under this Contract are firm for the duration of this Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates included in Contract Attachment 6.6.1 for units of service authorized by the State
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the payment rates detailed in Contract Attachment 6.6.1.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State in installments for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

State Agency Billing Address as defined on the Purchase Order

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) State Agency & Division Name
 - (5) State Agency Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges
 2. The Contractor understands and agrees that an invoice under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for installed or delivered Equipment accepted by the State;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration Equipment delivered or installed and accepted by the State.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. Standard Terms and Conditions

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the Contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the Master Contract and, depending upon the specifics of the Master Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of Contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime Contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 6.6.2., hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractor shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a Contractor from Leasing with, or submitting an offer, proposal, or bid to Contract with the State of Tennessee to supply goods or services for a period of one year after a Contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All Contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Parties. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent Leasing entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent Contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. Special Terms and Conditions

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or

address, as may be hereafter specified by written notice.

The State:

Katie Lillard
Department of General Services
Central Procurement Office
3rd Floor, WRS Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
Telephone # (615) 741-7078
Katie.Lillard@tn.gov

The Contractor:

Name
Title
Company Name
Address
Phone
Email

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. This Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with this Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent Contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.6. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:
- (1) Excess Liability Insurance (or Umbrella insurance) in an amount not less than five million dollars (\$5,000,000) per occurrence. "Umbrella" or "excess" insurance is not an acceptable substitute for the specified minimum amounts of required liability and workers compensation insurance.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed

operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate and naming the State of Tennessee as an additional insured.

(3) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.

(4) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.

(5) Automobile Coverage (naming the State of Tennessee as an additional insured):

i. (intentionally deleted)

ii. All automobiles being used for State business by State employees must include full coverage for the value of the automobile along with one million dollars (\$1,000,000) in liability insurance.

iii. The Contractor must provide the above stated insurance coverage along with Collision Damage Waiver and Loss Damage Waiver (CDW/LDW). There will be a zero deductible and coverage for the State for all losses incurred.

vi. (intentionally deleted)

b. Contractor shall obtain from Contractor's insurance carriers and will deliver to the State upon demand waivers of the subrogation rights under the respective policies.

c. All policies maintained by the Contractor pursuant to this Contract shall be primary and non-contributing.

d. The Contractor shall provide, no later than the Contract start date, valid certificates of insurance for all policies maintained by the Contractor pursuant to this contract, naming the State of Tennessee as an additional insured.

E.7. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.8. Incorporation of Additional Documents: Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. This Contract with any attachments or exhibits;

- b. Any clarifications or addenda to the Contractor's proposal seeking this Contract;
- c. The State solicitation (RFP #32110-13022), as may be amended, requesting proposals in competition for this Contract;
- d. Any technical specifications provided to contractors during the procurement process to award this Contract;
- e. The Contractor's proposal seeking this Contract.

E.9. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
- b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.10. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.11. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- E.12. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.13. Contractor Commitment to Diversity. The Contractor shall comply with the Letter of Diversity Commitment provided at contract Attachment 6.6.3.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

- E.14. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.15. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
 - Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the

State under this Contract is NOT “protected health information” as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTEE NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

State of Tennessee, Department of General Services:

Michael F. Perry, Central Procurement Officer

DATE

CONTRACTOR PRICING

Placeholder for Contractor pricing based on cost proposal submitted per RFP Attachment 6.3

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER (or Social Security number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)

(Address)

(Date)

(Salutation),

(Company Name) is committed to achieving or surpassing a goal of (numeral) percent spend with certified diversity business enterprise firms on State of Tennessee contract # (Edison document #). Diversity businesses are defined as those that are owned by minority, women, small business and Tennessee service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of (percentage) participation on the (Contract) by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veteran) of anticipated diversity subcontractors and suppliers:

- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):
_____ %.
- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from business owned by minority, women, Tennessee service-disabled veterans and small business.
2. Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, Tennessee service-disabled veterans and small business accomplished under contract # (Edison number).

(Company Name) is committed to working with the Go-DBE office to accomplish this goal.

Regards,
(Company authority – signature and title)

USAGE ANALYSIS

Please refer Excel worksheet titled “RFP 32110-13022 Attachment 6.7 Usage Analysis” for an extensive Usage Analysis document, which can be found on the CPO website:

http://tn.gov/generalserv/cpo/sourcing_sub/rfp.shtml